

SITE AGREEMENT

THIS SITE AGREEMENT (the "Agreement") is entered into this 31st day of December, 1987, by and between MASS MERCHANDISERS, INC. ("MASS"), an Indiana corporation, and HALLIE C. ORMOND, C. C. GRISHAM, MARY JO GRISHAM and MARY F. BURKE (hereinafter collectively, "the ORMOND GROUP").

Recitals

A. MASS and the ORMOND GROUP are contemporaneously herewith entering into a Settlement Agreement (the "Settlement Agreement") pursuant to which the parties are compromising causes of action between them involving the Arkwood, Inc. site, a parcel owned by MARY F. BURKE, of approximately twenty (20) acres of land south of the town of Omaha, in Boone County, Arkansas, bound on the north by a Missouri Pacific Railroad siding, on the south and west by a paved road, and on the east by Highway 65, as shown in Exhibit "A" hereto, or whatever enlarged or reduced parcel an applicable governmental entity deems to be within the RI/FS or cleanup area ("the Site").

B. Article 8 of the Settlement Agreement requires MASS and the ORMOND GROUP to enter into this Site Agreement.

NOW, THEREFORE, in consideration of the Settlement Agreement and of the following terms, covenants and conditions, the parties agree as follows:

1. While environmental investigation, cleanup, post-cleanup monitoring, or any other regulatory requirement remains in connection with the Site, the ORMOND GROUP will do the following with regard to the Site:

(a) Not interfere with the activities of EPA or MASS, their contractors or subcontractors in connection with the completion of a Remedial Investigation/Feasibility Study;

(b) Not take any remedial action without EPA's and MASS's prior written approval;

(c) Not undertake landscaping, including, without limitation, bulldozing, mixing soils or planting of vegetation or make any other alterations;

(d) Permit MASS, at MASS's expense, to direct in its sole discretion the course of any investigation or cleanup MASS deems appropriate or which is required;

(e) Not sell, assign, lease or otherwise convey, or cause to be conveyed, any Site property interests without MASS's prior written consent; and

(f) Otherwise give MASS, its contractors and subcontractors unconditional and unrestricted access for any purpose whatsoever.

2. The parties each warrant and represent to the other that none of them has heretofore assigned or transferred or purported to assign or transfer to any person or entity not a party hereto any released matter or any part or portion thereof, and each agrees to indemnify and hold harmless the other from and against any claim based on, in connection with or arising out of any such assignment or transfer or purported or claimed assignment or transfer.

3. This Agreement shall be binding on, and inure to the benefit of the successors and assigns of the parties. Nothing in

this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto or their respective successors and assigns, any rights or benefits under or by reason of this Agreement. This Agreement shall not be assignable by any party hereto without the written prior consent of the other party. No such permitted assignment shall relieve a party of any of its obligations under this Agreement.

4. Each party shall maintain in confidence any information disclosed to it by the other party in the negotiations leading to this settlement, the contents of this Agreement and the consideration therefore (hereinafter collectively referred to as "such information") and shall take every precaution to prevent disclosure of such information to third parties, provided, (a) that MASS may disclose such information to its insurance companies and to the representatives of the former shareholders of MASS, and (b) that MASS may give a copy of this Agreement (in draft or final version) to EPA. Without limiting in any way the foregoing, the parties specifically agree not to issue any press releases or other public announcements regarding such information or the fact of the settlement. Each party shall take every precaution to disclose such information only to those employees, officers, directors and accountants who have a reasonable need to know such information. Any such information may be disclosed if the party is required to disclose it by legal process or for other appropriate legal reasons.

5. This Agreement and the Settlement Agreement represent and contain the entire agreement and understanding among the parties hereto with respect to the subject matter of this Agreement, and supercede any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement may not be amended or

modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

6. IN ENTERING INTO THIS AGREEMENT, THE PARTIES REPRESENT THAT THEY HAVE RELIED UPON THE LEGAL ADVICE OF THEIR ATTORNEYS, WHO ARE THE ATTORNEYS OF THEIR OWN CHOICE. THE PARTIES FURTHER REPRESENT THAT THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND EXPLAINED TO THEM BY THEIR ATTORNEYS, AND THAT THOSE TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY THEM.

7. Each party and counsel for each party have reviewed this Agreement and accordingly the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

8. In the event that one or more of the provisions, or portions thereof, of this Agreement are determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

9. This Agreement is entered into in the State of Arkansas and shall be construed and interpreted in accordance with its laws.

10. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument.

11. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction

against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

12. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and a reasonable attorneys' fee in that action or proceeding, in addition to any other relief to which it or they may be entitled.

13. All notices given or required to be given hereunder shall be sufficient, if in writing and sent by certified mail, return receipt requested, addressed to the representative of the party, in the case of MASS to

McKesson Corporation
One Post Street
San Francisco, CA 94104
Attn: Office of the General Counsel

and in the case of the ORMOND GROUP to

C. C. Grisham
3525 Turtle Creek Boulevard
Apartment 3-C
Dallas, TX 75219

- and -

Bill Doshier, Esq.
Box 1797
Harrison, AR 72601

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All notices shall be deemed given when mailed. Either party by notice as provided herein may change the address to which subsequent notices may be sent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

MASS MERCHANDISERS, INC.

By _____

HALLIE C. ORMOND

C. C. GRISHAM

MARY JO GRISHAM

MARY F. BURKE

By _____
C.C. Grisham, Attorney in Fact,
copy attached

APPROVED AS TO FORM AND CONTENT:

MITCHELL, WILLIAMS, SELIG & TUCKER

By _____
Allan Gates
Attorneys for MASS

DOSHIER & BOWERS

By _____
Bill F. Doshier
Attorneys for the ORMOND GROUP